that since the existing structures included almost the whole of the foundations and concrete floors and an average of three bricks above ground level, the word "entirely" made it impossible to say that the new structure was an entirely new building. The Supreme Court allowed the appeal by the respondent landlord and the Privy Council upheld the judgment of the Supreme Court and dismissed the appellants' appeal.

Lord Cohen who delivered the judgment of the Privy Council said at page 368:—

"In their Lordships' opinion the district judge laid too much stress on the word 'entirely' and paid insufficient attention to the words 'new building' and to the distinction between a building and the materials of which it is composed. They agree with Gould Ag. C.J. that 'where the damage has been so extensive that repair is impossible, when there is nothing left which could possibly be called a building, then surely the existence of that building as such is terminated' and that 'a building replacing it would be an entirely new building even though it was built on the same foundations and had the same floor' as the old one."

Later on at the same page Lord Cohen said:—

"Their Lordships agree with the Supreme Court that the words 'entirely new' in section 3(1)(a) are used in relation to the building and not to the materials of which it is composed. . . .".

In my opinion the only assistance, in relation to the question posed by this appeal, that can be derived from the Hong Kong case is that even though a building was erected on the same foundations and had the same floor as a former building it can nevertheless be "an entirely new building" and *a fortiori* a "new building" in an enactment relating to controlled tenancies. It also perhaps affords authority to support a contention that the word "new" in our section 2 definition of "premises" is used in relation to the building and not to the materials of which it is composed.

The question whether a building because of such substantial structural and/or other alterations becomes a "new building" is in my opinion always a question of degree depending on the facts of each particular case. No test of universal application can in my view be laid down.

With regard to the present two-storeyed building the nature and extent of the structural alterations and other work carried out to the former one-storeyed building is beyond dispute. I have already set them out and in my judgment they clearly went far beyond repairs as found by the trial judge. I would hold that there has been such a fundamental change to the old building so that it can no longer be said to exist and that a new building has replaced it.

With regard to the other building the answer is in my opinion the same. The old building on the undisputed facts was an open shed 19 feet long by 9 feet wide with no walls the zinc roof of which was supported by four wooden pillars. It has now become a single storeyed building, 44 feet long by 11 feet 8 inches wide, with horizontal timber walls, a corrugated iron roof and a new cement floor. The trial judge nevertheless found that "only repairs had been done" to this shed and had been carried out using partly old and partly new materials. In my opinion it would be a misuse of language to describe the work necessary to change an open shed, 19′ x 9′, to a timber walled structure, 44′ x 11 2/3′, as repairs.

I would accordingly decide that each of these two existing buildings is a "new building" within the expression "any new building built or completed after the 7th day of September 1947" in section 2 of the Ordinance.

In the result the appeal is allowed with costs here and below.

Appeal allowed.

Solicitors: *Elias Bros.; M. N. Samy.*

YEO SEOW INN v. CHAN KHIT

[O.C.J. (Chua J.) April 28, 1967]

[Singapore — Suit No. 306 of 1965]

Landlord and Tenant — Recovery of possession — Whether premises controlled — Widow of statutory tenant — Protection of — Estoppel — Intention to create legal relationship — Control of Rent Ordinance (Cap. 242).

The plaintiff was the owner of the vacant land known as Lot 119-5 T.S. XXIV (hereinafter referred to as the said premises) at Jervois Road. In 1946 one Teo the defendant s husband approached the plaintiff regarding the use of the land by Teo. They then entered into an agreement in the Chinese language dated July 4, 1946 in the following terms:

> "TEO KUM ENG, the person executing this agreement, has rented at Jervois (?) Road, a vacant land which extends from outside the soap-making place to the public road, and the width of which is bounded by the road filled by the landlord. The monthly rental shall be Ten dollars only. However, it is agreed that should the landlord have any article to be deposited on this land, both may jointly enjoy. If and when the landlord requires the use of the land, he can give a month's notice in advance and the tenant shall surrender with vacant possession within one month after the receipt of the notice.
>
> This is agreed between the two parties without any regret by either. Fearing words of mouth bear no evidence, two copies of the agreement is specially made, with one copy to be held by each party as proof."

Subsequently the defendant and her husband filled the land and built a house thereon known as No. 24 Jervois Road and moved into the said premises sometime at the end of 1946. The defendant's husband died in 1964 and after her husband's death she continued to pay the ground rent by cheque (for 5 months) but the plaintiff did not issue any receipt.

The plaintiff's case was that under the agreement dated July 4, 1946, Teo was only a licensee and he was only allowed to store building materials on the land.

He contended that if the agreement created a tenancy, the defendant was not protected by the Control of Rent Ordinance because the house was completed after September 7, 1947 and that the Ordinance does not protect the widow of a statutory tenant. The defendant contended that (a) the house was completed before September 2, 1947 and therefore were controlled premises and the defendant as the widow of the tenant was protected under section 16(c) of the Ordinance, (b) the defendant has acquired a perpetual right to occupy the premises and the plaintiff was estopped by equity from obtaining possession of the land, (c) as the plaintiff had accepted rent from the defendant after the death of Teo, the defendant became a tenant and was therefore protected under the Ordinance.

Held: (1) on the balance of probabilities it was more probable than not that the house was completed after September 7, 1947;

(2) assuming that the court's finding that the premises were not controlled was wrong, the court was of the view that: (a) the widow of a statutory tenant was protected under the Ordinance, (b) the defendant had wholly failed to establish that estoppel did arise against the plaintiff in this case, (c) there was no intention on the part of the plaintiff to create a legal relationship with the defendant and therefore it could not be said that the plaintiff had acknowledged the defendant to be his tenant.

Case referred to:—

(1) *Ramsden* v. *Dyson* (1866), L.R. 1 H.L. 129.

CIVIL SUIT.

Kirpal Singh for the plaintiff.

Lim Chor Pee for the defendant.

Cur. Adv. Vult.

Chua J.: In this case the plaintiff's claim is for possession of all that piece of land situate in the District of Tanglin in the Island of Singapore and marked on the Government Resurvey Map as Lot 119-5 T.S. XXIV (to which I will hereinafter refer to as "the said land").

The plaintiff's evidence was shortly this. He is the owner of the said land, which is in Jervois Road. In 1946 the said land was vacant land. In 1946 one Teo Kum Eng, the husband of the defendant, approached him and asked for permission to make use of the said land to store building materials. Teo Kum Eng was a building contractor. On the 6th July, 1946, Teo Kum Eng executed the following agreement (in the Chinese language) :—

"TEO KUM ENG, the person executing this agreement, has rented at Jervois (?) Road, a vacant land which extends from outside the soap-making place to the public road, and the width of which is bounded by the road filled by the landlord. The monthly rental shall be Ten dollars only. However, it is agreed that should the landlord have any article to be deposited on this land, both may jointly enjoy. If and when the landlord requires the use of the land, he can give a month's notice in advance and the tenant shall surrender with vacant possession within one month after the receipt of the notice.

This is agreed between the two parties without any regret by either. Fearing words of mouth bear no evidence, two copies of the agreement is specially made, with one copy to be held by each party as proof."

A few days after signing the agreement Teo Kum Eng told him that he would like to put up a small wooden house for his employee to live in it to look after the building materials. He later signed a plan for a one room house. He also made use of the said land to store his things. He visited the said land a few months after Teo Kum Eng had signed the agreement and he saw that there was no house there. The rent of the said land was collected by his son-in-law, Koh Peng Hor, who also prepared the receipts. He did not visit the said land again until 1959 or 1960 when he found there a large house with people living in it. A notice to quit dated the 25th July, 1961, was served on Teo Kum Eng but Teo Kum Eng refused to quit. Later he heard that Teo Kum Eng had died and he instructed his son-in-law not to collect any more rent for the said land.

Koh Peng Hor's evidence was shortly this. He has been working for the plaintiff, his father-in-law, since 1933. He collected rents for the plaintiff who owns a big piece of land in Jervois Road. He knew that in 1946 the plaintiff allowed Teo Kum Eng to enter on the said land which was then vacant land. The rent that he collected for the said land was $30 per month. He started to collect the $30 rent from the 1st January, 1948. He could not remember what the rent was prior to 1st January, 1948. When the rent was not sent to him he had to go and collect it. He visited the said land in January, 1948, and he saw that a building was being erected. Under construction was a W.C., the kitchen and an office. The place was not fenced. He seldom visited the said land. In 1961 he visited the said land and he saw women and children there. After the notice to quit was served on Teo Kum Eng he had not been to the said land to collect the rent as the rent was sent by post. In July, 1964, the plaintiff sent him to the plaintiff's brickworks at Jurong as manager and he ceased to look after the plaintiff's affairs in respect of the Jervois Road property. Sometime in December, 1964, the plaintiff told him that he heard that Teo Kum Eng had died. At the beginning of 1965 the plaintiff received rents for the said land in respect of 1965 but they were not accepted and were returned.

The plaintiff also called as his witnesses the assessment list clerk in the Property Tax Department and a senior building inspector from the Chief Building Surveyor's Department and their evidence was shortly this. A building plan No. 690/46 for the construction of a "temporary building for office, jaga's qrs. etc. on Lot 119-5 T.S. XXIV Jervois Road for Mr. Teo Kum Eng" was submitted by the architects on the 20th November, 1946. The plan was signed also by the applicant Teo Kum Eng and the owner of the land Yeo Seow Inn. On the plan there were (1) a jaga's room, (2) a room, (3)

a hall, (4) an office, (5) a carpenter's working space, (6) kitchen, (7) two bathrooms and two W.Cs., (8) a utility space. On the 27th November, 1946, the Chief Building Surveyor's Department (to which I will hereafter refer to as "the Department") asked the architects to pay the plan fees. On the 31st December, 1946, the department asked the architects to submit some amendments to the plan. The amended plan was submitted on the 29th April, 1947. On the 3rd May, 1947, the department asked for payment of additional plan fees. On the 29th May, 1947, the department sent a correction notice and the plan was re-submitted on the 29th May, 1947. On the 13th June, 1947, a temporary permit No. 1410 was issued by the department for the construction of the building. On the 24th June, 1947, Teo Kum Eng sent to the department a notice to commence work. On the 17th December, 1947, a "plan of amendment to passed plan T.P. No. 1410/13.6.47 of temporary office etc. for Teo Kum Eng at Jervois Road" was submitted to the department and was marked No. 690A/46. This plan was signed by the applicant and the landowner Yeo Seow Inn. On plan No. 690A/46 there were (1) a jaga's room, (2) a store room in place of the "room" in plan No. 690/46, (3) an office, (4) a space for clerks, (5) carpenter's working space which was larger than that in plan No. 690/46, larger by 140 sq. ft., (6) a kitchen, (7) one bathroom and one W.C., (8) a pantry in place of the utility space and second bathroom in plan No. 690/46. On plan No. 690/46 the floor area was 1895 sq. ft. and on plan No. 690A/46 the floor area was 2060 sq. ft. The smaller wing of the building was to be of brick and timber walls while the walls of the main building was to be wholly of timber. The roof was to be of Chinese tiles and the flooring of cement concrete. The foundation was to be of normal mass concrete. On the 16th January, 1948, plan No. 690A/46 was returned to the architects with correction notice No. 345. On the 23rd February, 1948, the plan after correction was returned to the department. On the 15th March, 1948, the department issued a temporary permit No. 2072 for the construction of the building. On the 2nd April, 1948, an officer of the department reported that the building had been completed. There is, however, no record as to when the building was in fact completed. On the same day i.e. the 2nd April, 1948, the department forwarded the plans and file to the assessor, who on the 14th April, 1948, informed the department that No. 24 Jervois Road had been allotted to the building. No. 24 Jervois Road was first assessed on the 1st March, 1948, in the name of Yeo Seow Inn the plaintiff. Only the house was assessed. The assessor has no record as to when the house was completed.

So much for the evidence adduced by the plaintiff.

The defendant's evidence was shortly this. She is the widow of Teo Kum Eng. Before 1946 she and her husband lived in a room at No. 1-A Hoot Kiam Road; her husband was a building contractor and had an office at Upper Cross Street. In 1946 her husband rented the said land from the plaintiff to store building materials and to build a dwelling house. The said land was then overgrown with long grass and trees and was subject to flooding. Many people were engaged to clear the long grass and the trees and to fill the land. After that the house No. 24 Jervois Road was built. Her evidence as regards the building of the house was as follows:—

"After the land was cleared and filled with earth the house was built.

Husband built the house himself and he engaged people to help him. I don't know if plans were submitted before the building of the house. The plan was prepared by 'Sambo Karan', don't know if it was a European firm. At first building materials were stolen frequently from the land and a house had to be built on the land. Later on Government said plan had to be made and which was done accordingly. A house was erected first and later plan was drawn.

To court: A house had to be built so that we could keep an eye on the materials. My brother-in-law was asked to look after the timber and he lived in the house alone.

Shortly after we moved to live in this house, that was about the time when the plan was submited.

The landlord signed the plan otherwise we would not dare to build the house and neither would the Government approve. The landlord knew of the construction of the house. My husband told me the Government wanted him to put up a plan which had to be signed by the landlord and after permission had been obtained from the landlord only then the building could be constructed. There was already a building there, a temporary structure for the purpose of keeping a watch on the timber.

To court: When brother-in-law was living there to keep an eye on the timber the building was simply constructed, a small building with a room for him to sleep there.

After the plan was made this building was enlarged and we moved into this enlarged building. My husband myself and our 4 children moved in.

Since we moved in there we had not moved out, always been there."

Later in her evidence she said that they moved into No. 24 Jervois Road at the end of 1946. She said that "a few tens of thousand dollars" were spent to fill up the land. She gave her husband the money. Her husband used his own building materials to build the house and "a few ten of thousand dollars" were spent on the house. She contributed towards the costs of the house. Later much money was also spent on repairing the house. The plaintiff knew that they were living in the house as the plaintiff had often been there to visit her husband. The plaintiff's son-in-law, Koh Peng Hor, used to come to the house

to collect the rent. Even the plaintiff's wife had been to the house to visit her. Her husband died on the 18th July, 1964. After her husband's death she continued to pay the ground rent by cheque which was sent by post to the plaintiff; this went on for five months but the plaintiff did not issue any receipt.

The defendant called a clerk in the Finance Department of the Public Utilities Board who gave evidence to this effect. The account with the Municipality of Singapore in respect of No. 24 Jervois Road was first opened on the 23rd July, 1947, in the name of Teo Kum Eng. The water supply was first turned on on the 23rd July, 1947. The electricity supply was turned on on the 28th July, 1948.

So much for the evidence that was adduced before me.

The plaintiff's case is this. Under the agreement of 6th July, 1946, Teo Kum Eng was only a licensee and he was only allowed to store building materials on the said land. If the agreement created a tenancy, the defendant is not protected by the Control of Rent Ordinance, Cap. 242 (to which I will hereinafter refer to as the Ordinance) because (a) the house No. 24 Jervois Road was completed after the 7th September, 1947, and (b) the Ordinance does not protect the widow of a statutory tenant.

The defendant bases her case on these contentions:—

(1) Teo Kum Eng was the tenant of the plaintiff; the house No. 24 Jervois Road was built with the permission of the plaintiff and was completed before the 2nd September, 1947, and is rent-controlled premises and the defendant as the widow of the tenant is protected under section 16(c) of the Ordinance.

(2) Teo Kum Eng "acting on the encouragement and permission of the plaintiff incurred considerable expenditure in constructing and repairing from time to time the building on the said land. Therefore the defendant has acquired a perpetual right to occupy the said land and the plaintiff is estopped by equity from obtaining possession of the said land."

(3) After the death of Teo Kum Eng the plaintiff continued to accept rents from the defendant and thereby acknowledged the defendant to be his tenant and the defendant is protected under the Ordinance.

The first question that falls to be decided is whether Teo Kum Eng was the tenant of the plaintiff.

From the evidence it is clear that the first agreement between the plaintiff and Teo Kum Eng was that Teo Kum Eng was to use the said land to store building materials at the ground rent of $10 per month and that that there was a subsequent agreement whereby the plaintiff permitted Teo Kum Eng to build a house on the said land and the ground rent was increased to $30 per month. There is no doubt that the plaintiff knew that Teo Kum Eng and his family lived in the house. The receipts issued by the plaintiff described the money collected as "ground rent" and in the notice to quit the plaintiff considered Teo Kum Eng to be his tenant. I find that the relationship between the plaintiff and Teo Kum Eng was that of landlord and tenant.

The next question for consideration is whether the house No. 24 Jervois Road was completed after the 7th September, 1947.

The undisputed facts are these. The first plan was submitted on the 20th November, 1946. A temporary permit for the construction of the house was granted on 13th June, 1947. Teo Kum Eng gave notice of commencement of work on the 24th June, 1947. Water supply was turned on on 23rd July, 1947. The second plan was submitted on 17th December, 1947, and a temporary permit for the construction of the house was given on 15th March, 1948. On 2nd April, 1948, an officer of the Chief Building Surveyor's Department reported that the house had been completed. The house was first assessed on the 1st March, 1948. Number 24 was allotted to the house in April, 1948. Electricity supply was connected on 28th July, 1948.

According to the Senior Building Inspector, who gave evidence, it was possible to construct house No. 24 Jervois Road within three months. Koh Peng Hor's evidence was that when he visited the said land in January, 1948, the house was in the course of being erected. The defendant's evidence was that the house was completed at the end of 1946 and she and the family moved in. I find that the evidence of the defendant is unreliable on this point. At first she said that she went to live in the house at about the time that the plan of the house was submitted to the Government. Then she said that her husband told her that the Government wanted a plan prepared which had to be signed by the landlord and after the landlord had given permission then only the building could be constructed. In cross-examination she said that when she moved in the water supply was there but it was not connected to the house until three months after she moved in and she agreed that the plan was prepared and approved and only then the house was constructed. If the house was completed at the end of 1946 why was it that electricity was not connected to the house until 1½ years later in July, 1948?

After very careful consideration of the evidence before me I find that on the balance of probabilities it is more probable than not that

the house was completed after the 7th September, 1947.

It would now be otiose, in view of the fact that I have decided that the premises No. 24 Jervois Road is not rent-controlled premises, for me to give a decision on the correctness of the submission of counsel for the plaintiff that a widow of a statutory tenant is not protected under the Ordinance. But, in case my finding on this point is upset by a higher tribunal then this contention would become relevant and I feel that I should express shortly my opinion on it. I need only say that in my view the widow of a statutory tenant is protected under the Ordinance. When one looks at the definitions of "tenant" and "members of the family" there is no doubt that the Legislature intended to protect not only the widow of a contractual tenant but also the widow of a statutory tenant.

I now come to deal with the question of estoppel by acquiescence of encouragement raised by the defendant. The essential elements of this form of estoppel have been clearly laid down by Lord Cranworth L.C. and Lord Kingsdown in the House of Lords case of *Ramsden* v. *Dyson*.[1]

Lord Cranworth L.C. said (at p. 140):—

"If a stranger begins to build on my land supposing it to be his own, and I, perceiving his mistake, abstain from setting him right, and leave him to persevere in his error, a court of equity will not allow me afterwards to assert my title to the land on which he had expended money on the supposition that the land was his own. It considers that, when I saw the mistake into which he had fallen, it was my duty to be active and to state my adverse title; and that it would be dishonest in me to remain wilfully passive on such an occasion, in order afterwards to profit by the mistake which I might have prevented.

But it will be observed that to raise such an equity two things are required, first, that the person expending the money supposes himself to be building on his own land; and, secondly, that the real owner at the time of the expenditure knows that the land belongs to him and not to the person expending the money in the belief that he is the owner. For a stranger builds on my land knowing it to be *mine*, there is no principle of equity which would prevent my claiming the land with the benefit of all the expenditure made on it. There would be nothing in my conduct, active or passive, making it inequitable in me to assert my legal rights.

It follows as a corollary from these rules, or, perhaps, it would be more accurate to say it forms part of them, that if my tenant builds on land which he holds under me, he does not thereby, in the absence of special circumstances, acquire any right to prevent me from taking possession of the land and buildings when the tenancy has been determined. He knew the extent of his interest, and it was his folly to expend money upon a title which he knew would or might soon come to an end."

Lord Kingsdown said (at p. 170):—

"If a man, under a verbal agreement with a landlord for a certain, interest in land, or, what amounts to the same thing, under an expectation, created or encouraged by the landlord, that he shall have a certain interest, takes possession of such land, with the consent of the landlord, and upon the faith of such promise or expectation, with the knowledge of the landlord, and without objection by him, lays out money upon the land, a court of equity will compel the landlord to give effect to such promise or expectation.

. . . . . .

If, on the other hand, a tenant being in possession of land, and knowing the nature of his interest, lays out money upon it in the hope or expectation of an extended term or an allowance for expenditure, then, if such hope or expectation has not been created or encouraged by the landlord, the tenant has no claim which any court of law or equity can enforce."

Counsel for the defendant contended that the plaintiff allowed Teo Kum Eng and the defendant to erect the house as a family residence and that the intention of the plaintiff was to allow Teo Kum Eng and his wife to live there for as long as they wanted.

For the estoppel to arise against the plaintiff in this case, the defendant must prove that Teo Kum Eng was led to believe by the plaintiff, or was encouraged by the plaintiff to believe, that he (Teo Kum Eng) had acquired a right, when he erected his house, to occupy the said land for as long as he and his wife wished to live in it and that the plaintiff knew that Teo Kum Eng was expending his money on the faith of such mistaken belief.

Let us examine the evidence. The defendant said that it was her husband who made all the arrangements with the plaintiff. It is clear that the first letting to Teo Kum Eng was a monthly letting. There is no evidence to show that when Teo Kum Eng erected his house he did so in the belief that he had a right to occupy the said land for as long as he and his wife wished to live in the house. Even supposing that Teo Kum Eng had erected his house in that mistaken belief, there is, however, no evidence that the plaintiff knew that Teo Kum Eng was erecting the house on that belief.

The defendant has wholly failed to establish that the estoppel arises against the plaintiff.

Lastly, I come to deal with the contention of the defendant that the plaintiff has acknowledged her to be his tenant. The plaintiff admitted that rents for August to December, 1964, were received and accepted by him but no receipts were issued. It is not disputed that Teo Kum Eng died on 18th July, 1964. The defendant's evidence was that these rents were paid by cheques and sent by post and that they were her son's cheques. That was all the evidence we have. It was submitted on behalf of the defendant that a tenancy by estoppel had been created in favour of the defendant. There is no substance in this submission. It is clear that there was no intention on the part of the plaintiff to create a legal relationship with the defendant. His intention was to recover possession of the land and that was why he sent the notice of quit in July, 1961.

In the result the plaintiff succeeds in his action and there will be judgment for the plaintiff with costs. There will be an order for possession as prayed for. No evidence has been led on the question of damages but the defendant should pay the plaintiff $30 per month as from the 1st January, 1965, until possession is given to the plaintiff and I make an order accordingly.

Judgment for the plaintiff.

Solicitors: *Mallal & Namazie; Chor Pee & Hin Hiong.*

Re Application of FOONG JAM KEONG

[O.C.J. (Chua J.) May 14, 1967]

[Singapore — Originating Motion Nos. 75 & 76 of 1966]

Contempt of Court — Comments prejudicial to applicant in a pending criminal trial — Statement by Minister to newspaper — Editorial comment by newspaper — Prevailing circumstances — Time of disorder and lawlessness — Public interest.

On the night of October 22, 1966 at a variety concert at the Gay World certain persons clashed with the police. The police opened fire and some persons which included the applicant were wounded. He was taken to the hospital and was arrested on the morning of October 23, 1966. On October 24. 1966 the applicant and others were charged in the magistrate's court under sections 148 and 332 of the Penal Code. On October 25, 1966 the *Straits Times* contained a report headed "18 people accused of rioting in Singapore". The report stated that 13 people were charged in the magistrate's court being members of unlawful assemblies, rioting and causing hurt to police officers and that 5 others were charged with the same offences in the General Hospital by a magistrate and that they all pleaded guilty. The report went on to say that "in the court 6 men faced a charge of being members of an lawful assembly about 8.45 p.m. on Saturday at the Gay World amusement park and causing hurt to Inspector Ong Eng Say and a party of police officers thereby committing an offence of rioting while armed with chairs, bottles and wooden poles. They also faced a charge of causing hurt to Inspector Ong and his party in the discharge of their duties." The names of these 6 men included the name of the applicant. On the front page of the same issue of *The Straits Times* the headlines were "We'll clobber you properly if . . . ," "Trouble makers get a warning." The article stated *inter alia*:—

> "The Minister for the Interior and Defence Dr. Goh Keng Swee today warned Barisan Sosialis supporters that they would be 'clobbered properly' if they continued their lawlessness. He was speaking at the General Hospital this afternoon, after visiting police constable Chin Poh Chin, 21, who is in hospital with a fractured skull after being clubbed by a mob of party-backed demonstrators at Tiwary Street last night. He said 'I do not think we can tolerate lawlessness of this kind. Those responsible will have to bear the consequences. If there is any more of this business, we are going to clobber them properly'." "Asked to comment on Saturday night's shooting at the Gay World in which 10 Barisan men were wounded, he said: 'The police shot in self-defence. There was only a small party of them, and they were concerned by a crowd of about 100'." "The police statement said: 'Following the refusal by the organisers of the variety show sponsored jointly by the Barisan Socialis and Partai Rakyat at the Gay World stadium to admit police officers on Saturday, and the subsequent attack on these officers by the supporters, the licence to hold the show was cancelled yesterday'."

The applicant also objected to a statement issued to the press by the Minister of the Interior and Defence on October 25, 1966 and to the editorial appearing in the same issue headed "Warning Signs."

The criminal case against the applicant was transferred for trial to the First Criminal District Court and April 10, 1967 was fixed for the commencement of the trial. On December 12, 1960 the applicant applied for and the High Court granted the applicant leave to make an application to issue a writ of attachment against the respondent for their alleged contempt of the First Criminal District Court. Pursuant to such leave the applicant filed the present motions for the exercise of the summary jurisdiction the court possessed in cases of contempt, the contempt alleged being the making and publishing of comments prejudicial to the applicant in a pending criminal trial.

Held: (1) there was no doubt that the statement made by the Minister to the Straits Times reporter was made in reference to the Gay World incident but the reference was to what the police did at the gathering. The statement was far too general in character to refer directly to the charges against the applicant. There was nothing in the statement which could be said to interfere or tended to interfere with the course of justice;

(2) as to the ministerial statement, it was concerned with a number of incidents in several parts of Singapore which took the form of illegal street demonstrations and which culminated in the Gay World incident. There was no reference either directly or indirectly to the applicant or to any of the persons who were charged in court or to any pending criminal proceedings;

(3) as to the editorial, it was a generally worded observation and a very appropriate observation to make in a time of disorder. There was no reference to the charge against the applicant nor was he named. There was therefore nothing in the editorial which could be said to interfere or tend to interfere with the course of justice.

Per Curiam: "Now all these lawlessness were certainly matters of grave public interest and concern and the Government owed a high duty to the public to keep it informed. In my view the Minister responsible for keeping law and order would be failing in his duty to the public if he had not made some comment on the incidents, for otherwise there might be public apprehension that there was some truth in the "bloodbath" statement made by the Barisan Sosialis. I am of the view that this statement was not calculated to prejudice the fair trial of the applicant."

Cases referred to:—

(1) *In re Clements; The Republic of Costa Rica* v. *Erlanger* (1877), 46 L.J. Ch. 875.

(2) *Ex part Gaskell & Chambers Ltd.* [1936] 2 K.B. 595.

(3) *R.* v. *Parke* [1903] 2 K.B. 432.

(4) *R.* v. *Payne & Cooper* [1896] 1 Q.B. 577.

ORIGINATING MOTION.

T. T. Rajah for the applicant.

Francis T. Seow (Ag. Solicitor-General) (*Ho Kian Ping* with him) for the Minister.

Graham S. Hill for the Straits Times Press (M.) Ltd.